

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER

**SP0600-01-R-0113**

2. (X one)

a. SEALED BID

**X** b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

**3. ISSUING OFFICE (Complete mailing address, including Zip Code)**

ATTN: DESC-PLC  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J. KINGMAN RD STE 3815  
FORT BELVOIR VA 22060-6222

BUYER: GAIL MOORE  
TELEPHONE: 703-767-9527  
FACSIMILE: 703-767-8506  
E-mail: gmoore@desc.dla.mil

**4. ITEMS TO BE PURCHASED (Brief description)**

FUEL OIL, BURNER #2 (FS2)  
GASOLINE, PREMIUM UNLEADED (MUP)

FOR DELIVERY TO VARIOUS POST CAMPS AND STATIONS (PC&S) IN THE BENELUX COUNTRIES (BELGIUM AND THE NETHERLANDS) – ORDERING PERIOD: **1 OCTOBER 2001 THROUGH 30 SEPTEMBER 2004 (3 YRS).**

**5. PROCUREMENT INFORMATION (X and complete as applicable)**

**X** a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A \_\_\_\_\_% SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

**\*\*IMPORTANT INFORMATION\*\***

\*\*\*\*\*

**ATTENTION OFFERORS**

THE FOLLOWING NOTES ON THIS DD FORM 1707 PROVIDE INFORMATION THAT WARRANTS YOUR SPECIAL ATTENTION PRIOR TO PREPARATION OF YOUR OFFER.

\*\*\*\*\*

(CONTINUED ON PAGE 3)

**7. POINT OF CONTACT FOR INFORMATION**

a. NAME (Last, First, Middle Initial)

**MOORE, GAIL**

b. ADDRESS (Including Zip Code)

**DEFENSE ENERGY SUPPORT CENTER (DESC)  
ATTN: DESC-PLC**

c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS)

**(703) 767-9527/9511**

**8725 JOHN J. KINGMAN RD STE 3815  
FORT BELVOIR VA 22060-6222**

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER <i>(Specify)</i>			
9. MAILING LIST INFORMATION <i>(X one)</i>			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS <i>(Including Zip Code)</i>	
c. ACTION OFFICER			
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>	(2) Title	(3) Signature	(4) Date Signed <i>(YYMMDD)</i>

DD Form 1707 Reverse, MAR 90

FOLD

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FROM:

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
SP0600-01-R-0113	
DATE (YYMMDD)	LOCAL TIME
010724	3:00 PM

TO     ATTN: BID CUSTODIAN / DESC-CPC / RM 3729  
DEFENSE ENERGY SUPPORT CENTER  
8725 JOHN J. KINGMAN RD STE 3815  
FORT BELVOIR VA 22060-6222

**A. CLOSING DATE:** 24 JULY 2001, 3:00 PM LOCAL TIME, FORT BELVOIR VA.

**B. CONTRACT TYPE:** Any contract(s) awarded as a result of this solicitation will be a multiyear (three (3) year period) "REQUIREMENTS-FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" type contract with exception on Item 0101. Item 0101 will be a Firm Fixed Price and will not be adjusted under the Economic Price Adjustment provisions. Refer to Clause I84-REQUIREMENT, and Clause I86.06-DELIVERY ORDER LIMITATIONS.

**C. ORDERING PERIOD:** The ordering period is October 1, 2001 through September 30, 2004 (3 years).

**D. FACSIMILE OFFERS:** Facsimile offers are authorized per Clause L2.11-2-FACSIMILE PROPOSALS. As part of your offer, please complete and submit all forms in accompanying Offeror Submission Package. When submitting your offer via fax, please ATTENTION your offer to **BID CUSTODIAN / DESC-CPC, RM 3729**, and FAX: (703) 767-8506.

**E.** Some clauses available in the Federal Acquisition Regulation (FAR), the DoD FAR Supplement (DFARS), and the Defense Logistics Acquisition Directive 4105.1(DLAD), have been incorporated by reference (IBR). If your company can not access these clauses on the WEB, you may request a copy from DESC-PLC.

**F. AMENDMENTS:** Offerors must acknowledge receipt of any and all amendments to this solicitation by signing and returning the amendment with its offer.

**G. MASTER SOLICITATION:** This is a Master Solicitation containing the terms and conditions essential for offering on this and all supplemental solicitations that may be issued for this program throughout the ordering period. Please retain this document for reference.

**H. OFFER PACKAGE:** Offerors should review all clauses in the solicitation, the general information on this DD Form 1707 and the "Offeror Submission Package," which contains all clauses that require the offeror to fill in information. Please complete and submit the original "Offeror Submission Package" in its entirety as your offer. Any certification clauses not pertaining to your company should be annotated 'N/A'. Any certification clauses added and/or revised in any amendment(s) issued to this solicitation must be complete and returned. These clauses may or may not require your completion by entering the necessary information.

**I.** Any contract awarded to a contractor, who at the time of award was suspended, debarred, or ineligible for receipt of contract with Government Agencies or in receipt of proposed debarment from any Government Agency, is voidable at the option of the Government.

**J. ECONOMIC PRICE ADJUSTMENTS (EPA):**

(1) See Clause B19.02-ECONOMIC PRICE ADJUSTMENT for recommended escalation provisions. **Clause B19.02 applies to The Netherlands items only. The base reference date is 04 JUNE 2001.**

(2) See Clause B19.02-2- ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (BELGIUM) for recommended escalation provisions. **Clause B19.02-2.100 applies to Belgium items only.** The NEW PUBLICATION for the Belgium items is the "Officieel tarief van de aardolieprodukten," which is published by the Belgium Government. A copy of the documents showing the new market price must be submitted with your offer. **Offer prices for Belgium items shall be based on the official Belgium price effective 23 MAY 2001.**

(3) The EPA provisions do not apply to Item 0101 FROST FREE Additive.

**K. TAX INFORMATION:** Please refer to Clauses K86 FOREIGN TAXES; I28.18 TAX RELIEF; and I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS, for specific guidance regarding taxes and fees that are to included or excluded from your offer price. The taxes addressed in this solicitation are merely examples of the types involved and are not intended to be a complete list. The accuracy of this list is not guaranteed. **IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE ALL APPLICABLE TAXES AND FEES ARE INCLUDED OR EXCLUDED FROM ITS OFFER PRICE.**

**L. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING:** Please insert your CAGE code in Block 17a of the Standard Form 1449. If you have a current Government contract (or previously had a Government contract) and do not know what the company's CAGE Code is, please contact Gail Moore at (703) 767-9527. If you have not been assigned a CAGE Code, insert the word "NOTE" in Block 17a of the Standard Form 1449.

**M.** For clarification, explanation, or additional information, contact Gail Moore (703) 767-9527; FAX (703) 767-8506; or e-mail: [gmoore@desc.dla.mil](mailto:gmoore@desc.dla.mil) (NOTE: e-mail is the preferred method). All e-mail's must CC the Contracting Officer at kriso@desc.dla.mil.

**N.** The Defense Energy Support Center (DESC) contact point and telephone number for emergency situations during after-duty hours: **Command and Control Center (CCC)** **Telephone: (703) 767-8420**

## **SUBMISSION OF OFFERS**

### **OFFERS MAY BE FAXED OR MAILED TO THE FOLLOWING:**

**FAX:** 703-767-8506  
**ATTN:** BID CUSTODIAN  
DESC-CPC  
SP0600-01-R-0113

**MAIL:** Bid Custodian  
Defense Energy Support Center  
ATTN: DESC-CPC, Room 3729  
8725 John J. Kingman Road, Suite 4950  
Fort Belvoir, VA 22060-6222

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER <b>SP0600-01-0006</b>		PAGE 1 OF <b>45</b>		
2. CONTRACT NUMBER		3.AWARD/EFFECTIVE DATE SEE BLOCK 31c.		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-01-R-0113</b>		
7. FOR SOLICITATION INFORMATION CALL: ↓		a. NAME <b>GAIL MOORE</b>		b. TELEPHONE NUMBER (no collect calls) <b>(703) 767-9527</b>		6. SOLICITATION ISSUE DATE <b>26 JUN 01</b>		
9. ISSUED BY <b>DEFENSE ENERGY SUPPORT CENTER (DESC)</b> <b>8725 JOHN J. KINGMAN RD STE 3815</b> <b>FORT BELVOIR VA 22060-6222</b> <b>BUYER/SYMBOL: Gail Moore / DESC-PLC</b> <b>PHONE: (703) 767-9527 FAX: (703) 767-8506</b> <b>E-Mail: <u>gmoore@desc.dla.mil</u></b> <b>PP 1.8L</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: <b>5172/2911</b> SIZE STANDARD: <b>500/1500</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO <b>SEE SCHEDULE</b>				16. ADMINISTERED BY <b>SEE BLOCK 9</b>				
17a. CONTRACTOR / OFFEROR CODE FACILITY CODE  TELEPHONE NO. FAX NO.				18a. PAYMENT WILL BE MADE BY <b>SEE CLAUSE F30.01</b>				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
		<b>THE SCHEDULE IS SHOWN IN CLAUSE B1.05-2</b>  (Attach additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA <b>TO BE CITED ON EACH DELIVERY ORDER (SEE CLAUSE G18)</b>						26. TOTAL AWARD AMOUNT		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION* (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>SEE PAGE 2.</u>				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER		
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE			32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
					37. CHECK NUMBER			
					38. S/R ACCOUNT NUMBER			
					39. S/R VOUCHER NUMBER			
					40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		42b. RECEIVED AT (Location)			
					42c. DATE REC'D (YY/MM/DD)			
					42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 1449  
Prescribed by GSA  
FAR (48 CFR) 53.212

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THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

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\* **OSP = OFFEROR SUBMISSION PACKAGE**

\*\* **IBR = INCORPORATED BY REFERENCE (See Contract Clause I1.20-1)**

**B1.05-2 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/PORTS INTERNET APPLICATION) (DESC MAY 2001)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued but must be confirmed in writing via a PORTS-generated order within 24 hours or one business day. See the PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as THREE - year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>(GALLONS/LITERS) ESTIMATED QUANTITY</u>
-46	FUEL OIL, BURNER #2 (FS2) NSN: 9140-00-247-4365 SPECIFICATION: NBN T52-716	8,125,504 LITERS
-27	GASOLINE, PREMIUM UNLEADED (MUP) NSN: 9130-00-148-7104	1,222,500 LITERS
0101	FROST FREE ADDITIVE (DESC 52.207-9F56)	100 LITERS

**SPECIAL NOTES:**

1. The above describes all products solicited and their applicable specifications. Offers should be made for the individual items listed on the following pages.
2. Quantities listed are for a three-year (3-year) period. Quantities listed are expressed in liters for all products.
3. The conversion factor used for Liter to Gallon is: 3.7854 Liters equals 1 U.S. Gallon.
4. Award prices for (-46) FUEL OIL, BURNER #2 (FS2), Belgium Line Items ONLY, will be based on (1) the Official Belgium Government Price [(GASOIL CHAUFFAGE Camion min 2,000 L (excluding all applicable duties/taxes, e.g., Excise Duties/Fuel Oil/US Government NATO Exemption Taxes)] for deliveries at and over 2,000 Liters and (2) a firm fixed rebate that is deducted from the Official Belgium Government Price. The rebate contracted will remain firm/fixed throughout the life of the contract (01 October 2001 through 30 September 2004). For deliveries under 2,000 Liters, the Official Belgium Government Price will be the GASOIL CHAUFFAGE moins de 2,000 L (excluding all applicable duties/taxes, e.g., Excise Duties/Fuel Oil/US Government NATO Exemption taxes), and a firm fixed rebate that is deducted from the Official Belgium Government Price.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES ARMY  
-----

EYGELSHOVEN

NL, ARMY, HQ AMC CECE-NL POMS, EYGELSHOVEN RIMBERGERWEG 50  
NETHERLANDS

DELIVERY DODAAC: WK4FX6

BILLING DODAAC : WK4FX6

ORDERING OFFICE: (COMM TEL) 0951-300-7873

008-27      GASOLINE, PREM UNL (MUP)      45,000    LT

TANK WAGON (TW), INTO

1/10,000 LITER TANK CAP

DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY

MINIMUM DELIVERY: 4,000 LITERS

\*\*\*\*\*

CHIEVRES

BE, ARMY, 80TH ASG SUPPLY SUPPORT ACTIVITY, CHIEVRES AIR BASE

BELGIUM

DELIVERY DODAAC: WK3FQ3

BILLING DODAAC : W81THF

ORDERING OFFICE: (COMM TEL) 0951-300-7875

014-27      GASOLINE, PREM UNL (MUP)      720,000    LT

TANK WAGON (TW), WITH PUMP, OVERFLOW DEVICE, AND  
NATO ADAPTERS INTO

1/50,000 LITER TANKS AT BLDG 20008, HANGAR 3

DELIVERY HOURS: 0800-1700 MONDAY THRU FRIDAY

AVERAGE DELIVERY: 20,000 LITERS

MINIMUM DELIVERY: 8,000 LITERS

ESCORTS ARE REQUIRED TO DOWNLOAD FUEL.

THIS FUEL IS CAPITALIZED

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
UNITED STATES ARMY  
-----

CHIEVRES AIR BASE  
 BE, ARMY, NSSG (80 ASG)  
 BELGIUM  
 DELIVERY DODAAC: WK3E47  
 BILLING DODAAC : WK3E47  
 ORDERING OFFICE: (COMM. TEL) 02/772.06.00

021-46      FUEL OIL, BURNER #2 (FS2)      3,030,000    LT  
 (THIS LINE ITEM IS TO BE USED FOR DELIVERY ORDERS  
 UNDER 2,000 LITERS.)

TANK WAGON (TW), INTO  
 1/10,000 LITER TANK CAP BLDG. 9  
 MIN. DEL. 5,000  
 1/10,000 LITER TANK CAP BLDG. 10  
 MIN. DEL. 5,000  
 1/20,000 LITER TANK CAP BLDG. 12  
 MIN. DEL. 8,000  
 1/20,000 LITER TANK CAP BLDG. 21  
 MIN. DEL. 2,000  
 1/4,000 LITER TANK CAP BLDG. 27  
 MIN. DEL. 2,000  
 1/4,000 LITER TANK CAP BLDG. 28  
 MIN. DEL. 2,000  
 1/4,000 LITER TANK CAP BLDG. 29  
 MIN. DEL. 2,000  
 1/10,500 LITER TANK CAP BLDG. 30  
 MIN. DEL. 5,000  
 1/10,500 LITER TANK CAP BLDG. 31  
 MIN. DEL. 5,000  
 1/10,500 LITER TANK CAP BLDG. 34  
 MIN. DEL. 5,000  
 1/20,000 LITER TANK CAP BLDG. 45  
 MIN. DEL. 6,000  
 1/15,000 LITER TANK CAP BLDG. 46  
 MIN. DEL. 6,000  
 1/6,000 LITER TANK CAP BLDG. 47  
 MIN. DEL. 3,000  
 1/6,500 LITER TANK CAP BLDG. 48  
 MIN. DEL. 3,000  
 1/15,000 LITER TANK CAP BLDG. 52  
 MIN. DEL. 6,000  
 1/10,000 LITER TANK CAP BLDG. 56  
 1/3,000 LITER TANK CAP BLDG. 56  
 MIN. DEL. 6,000 FOR BOTH TANKS AT BLDG 56  
 1/3,000 LITER TANK CAP BLDG. 59  
 MIN. DEL. 1,000  
 1/10,500 LITER TANK CAP BLDG. 66  
 MIN. DEL. 5,000  
 1/1,200 LITER TANK CAP BLDG. 79  
 MIN. DEL. 1,000  
 1/5,000 LITER TANK CAP BLDG. 82  
 MIN. DEL. 2,000

(This Item is continued on next page.)

ITEM  
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QUANTITY UI-----  
UNITED STATES ARMY  
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(This is a continuation of Item 021-46.)

2/10,000 LITER TANK CAP BLDG. 89  
 1/5,000 LITER TANK CAP BLDG. 89  
 MIN DEL. 5,000 FOR BOTH TANKS AT BLDG 89  
 1/3,000 LITER TANK CAP BLDG. 104  
 MIN. DEL. 1,000  
 1/20,000 LITER TANK CAP BLDG. 105  
 MIN. DEL. 5,000  
 1/10,000 LITER TANK CAP BLDG. 120  
 MIN. DEL. 6,000  
 1/5,000 LITER TANK CAP BLDG. 134  
 MIN. DEL. 2,000  
 1/30,000 LITER TANK CAP BLDG. 150  
 MIN. DEL. 10,000  
 1/15,000 LITER TANK CAP FLOBECQ  
 MIN. DEL. 6,000  
 2/3,500 LITER TANK CAP HANGAR 1  
 MIN. DEL. 2,000  
 2/16,000 LITER TANK CAP HANGAR 2  
 MIN. DEL. 9,000  
 1/50,000 LITER TANK CAP HANGAR 3  
 MIN. DEL. 10,000  
 1/50,000 LITER TANK CAP HANGAR 4  
 MIN. DEL. 10,000  
 1/50,000 LITER TANK CAP HANGAR 5  
 1/700 LITER TANK CAP HANGAR 5  
 MIN DEL. 10,000 FOR BOTH TANKS AT HANGAR 5  
 1/100,000 LITER TANK CAP HANGAR 6  
 MIN. DEL. 20,000  
 DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY  
 MULTIPLE DROP

021-461 FUEL OIL, BURNER #2 (FS2) 1 LT  
 (THIS LINE ITEM TO BE USED FOR DELIVERY ORDERS  
 AT AND OVER 2,000 LITERS.)

TANK WAGON (TW),  
 FOR ACCOUNTING PURCHASES ONLY, THIS IS AN  
 ALTERNATE ITEM NUMBER TO BE USED FOR DELIIVERIES  
 TO TANKS UNDER ITEM 021-46, WHEN DELIVERY ORDERS  
 WILL BE FOR QUANTITIES GREATER THEN 2,000 LITERS.

\*\*\*\*\*

CASERNE DAUMERIE  
 BE, ARMY, NSSG (80 ASG)  
 BELGIUM  
 DELIVERY DODAAC: WK3E47  
 BILLING DODAAC : WK3E47  
 ORDERING OFFICE: (COMM. TEL) 02/772.06.00

026-46 FUEL OIL, BURNER #2 (FS2) 1,050,000 LT

TANK WAGON (TW), INTO  
 1/100,000 LITER TANK AT BLDG 30  
 DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY  
 MINIMUM DELIVERY: 20,000 LITERS

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
UNITED STATES ARMY  
-----

7000 MONS  
 BE, ARMY, NSSG (80 ASG)  
 BELGIUM  
 DELIVERY DODAAC: WK3E47  
 BILLING DODAAC : WK3E47  
 ORDERING OFFICE: (COMM. TEL) 02/772.06.00

031-46      FUEL OIL, BURNER #2 (FS2)      3,030,000    LT

(THIS LINE ITEM IS TO BE USED FOR DELIVERY ORDERS  
 UNDER 2,000 LITERS.)

TANK WAGON (TW), INTO  
 1/10,000 LITER TANK CAP HOTEL LE MAISIERES,  
 CHAUSSEE DE BRUXELLES 169 A, 7020 MONS-MAISIERS  
 MIN. DEL. 5,000  
 1/5,000 LITER TANK CAP CHATEAU GENDEELEN,  
 SECURITY  
 BUILDING  
 MIN. DEL. 3,000  
 1/3,000 LITER TANK CAP CONCIERGERIE CHATEAU  
 GENDEELEN, QTRS # 10  
 MIN. DEL. 1,500  
 1/10,500 LITER TANK CAP CHATEAU GENDEELEN, CH. DE

BINCHE 2, QTRS # 1  
 MIN. DEL. 2,000  
 1/10,500 LITER TANK CAP CHATEAU GENDEELEN, CH. DE

BINCHE 2, QTRS # 2  
 MIN. DEL. 4,000  
 1/5,000 LITER TANK CAP CHEMIN DE CHIEVRES, QTRS #

6  
 MIN. DEL. 2,500  
 1/5,000 LITER TANK CAP CHEMIN D'EBEZIL 11, 7050  
 ERBISOEUL, QTRS # 9  
 MIN. DEL. 2,500  
 1/5,000 LITER TANK CAP CHEMIN DE PRINCES, QTRS #  
 18  
 MIN. DEL. 3,000  
 1/5,000 LITER TANK CAP RUE DU BOIS LA HAUT, QTRS  
 #  
 19  
 MIN. DEL. 2,000  
 1/5,000 LITER TANK CAP RUE DU JUNE 77, QTRS # 22  
 MIN. DEL. 2,000  
 1/5,000 LITER TANK CAP CHEMIN DE LA FOUDRERIE 15,

QTRS # 24  
 MIN. DEL. 2,000  
 1/2,000 LITER TANK CAP RUE D'HAVRE 50, 7130 BRAY,

QTRS # 15  
 MIN. DEL. 1,000  
 1/4,600 LITER TANK CAP RUE DE LA FONTAINE 6, 7802

(This Item is continued on next page.)

SP0600-01-R-0113

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
UNITED STATES ARMY  
-----

(This is a continuation of Item 031-46.)

ORMEIGNIES  
 MIN. DEL. 2,000  
 1/2,400 LITER TANK CAP RUE DU MOULIN A EAU 40,  
 7050 JURBISE  
 MIN. DEL. 1,000  
 1/3,000 LITER TANK CAP RUE DU RIVAGE 50, 7110  
 MAURAGE  
 MIN. DEL. 1,000  
 1/2,500 LITER TANK CAP RUE DU HAMEAU 1, 7950  
 LADEUZE  
 MIN. DEL. 1,000  
 1/3,000 LITER TANK CAP RUE DE NEUVILLES 7, 7870  
 MONTIGNIES-LENS  
 MIN. DEL. 1,000  
 1/3,000 LITER TANK CAP RESIDENCE MONCOUREUR 14,  
 7011 GHILIN  
 MIN. DEL. 1,000  
 1/5,000 LITER TANK CAP RUE DES CARMES 12, 7940  
 BRUGELETTE  
 MIN. DEL. 2,000  
 1/2,500 LITER TANK CAP RUE DU SABOT 14, 7870 LENS  
 MIN. DEL. 1,000  
 1/3,000 LITER TANK CAP AVENUE GOBELET 260, 7331  
 BAUDOUR  
 MIN. DEL. 1,000  
 1/4,000 LITER TANK CAP CHEMIN BOURBEUX 10, 7870  
 CAMBRON-ST-VINCENT  
 MIN. DEL. 1,800  
 1/5,000 LITER TANK CAP RUE DU BOIS 40, 7866  
 BOIS-DE-LESSINES  
 MIN. DEL. 2,000  
 1/2,500 LITER TANK CAP RUE DU PEUPLE 110, 7080  
 EUGIES  
 MIN. DEL. 1,000  
 1/5,000 LITER TANK CAP RUE DE SIRIEU 267, 7061  
 THIEUSIES  
 MIN. DEL. 2,000  
 1/4,000 LITER TANK CAP CH. DE WILLIAUPONT 15,  
 7660  
 HORRUES  
 MIN. DEL. 1,200  
 1/2,500 LITER TANK CAP RUE DES PRISONNIERS  
 POLITIQUES 14, 7080 EUGIES  
 MIN. DEL. 1,000  
 1/2,500 LITER TANK CAP RUE DE L'AGRICULTURE 94,  
 7801 IRCHENWETZ  
 MIN. DEL. 1,000  
 1/3,000 LITER TANK CAP RUE DU MOULIN 11, 7940  
 BRUGELETTE  
 MIN. DEL. 1,000  
 1/3,125 LITER TANK CAP ROULE D'ATH 307, 7050

(This Item is continued on next page.)

SP0600-01-R-0113

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
UNITED STATES ARMY  
-----

(This is a continuation of Item 031-46.)

JURBISE  
 MIN. DEL. 1100  
 1/3,250 LITER TANK CAP CHAUSSEE DE ST. GHISLAIN  
 186, 7950 VAUDIGNIES  
 MIN. DEL. 1,100  
 1/5,000 LITER TANK CAP CHEMIN DU PRINCE 17, 7050  
 ERBISOEUL  
 MIN. DEL. 2,000  
 2/1,200 LITER TANK CAP RUE DU CHENE 7, 7870  
 MONTIGNIES-LENS  
 MIN. DEL. 1,000  
 1/2,400 LITER TANK CAP RUE DU SABOT 9C, 7870 LENS  
 MIN. DEL. 1,000  
 1/2,400 LITER TANK CAP RUE TAILLE COLEAU 100,  
 7034  
 OBOURG  
 MIN. DEL. 1,000  
 3/1,200 LITER TANK CAP RUE DE PERUWELZ 30, 7321  
 BLATON  
 MIN. DEL. 1,000  
 1/2,500 LITER TANK CAP RUE DES DEPORTES 30, 7940  
 BRUGELETTE  
 MIN. DEL. 1,000  
 1/3,000 LITER TANK CAP RUE ST-JEAN 12, 7950  
 CHIEVRES  
 MIN. DEL. 1,000  
 1/2,000 LITER TANK CAP AVENUE DE LA LIBERATION  
 38,  
 7011 GHILIN  
 MIN. DEL. 800  
 1/5,000 LITER TANK CAP ROUTE D'ATH 470, 7050  
 JURBISE  
 MIN. DEL. 2,000  
 1/3,000 LITER TANK CAP RUE DU LEVANT 15, 7033  
 CUESMES  
 MIN. DEL. 1,000  
 1/3,000 LITER TANK CAP RUE DOCTEUR DUBOIS 51,  
 7830  
 SILLY  
 MIN. DEL. 1,000  
 1/1,200 LITER TANK CAP RUE DE MANOIR ST-JEAN 42,  
 7040 THIEU  
 MIN. DEL. 600  
 1/2,500 LITER TANK CAP RUE DU LONG PONT 32, 7870  
 MONTIGNIES-LENS  
 MIN. DEL. 1,000  
 1/2,500 LITER TANK CAP RUE BASSE 89B, 7050  
 ERBISOEUL  
 MIN. DEL. 1,000

(This Item is continued on next page.)



ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

(This is a continuation of Item 031-46.)

1/2,700 LITER TANK CAP RUE DU SLADE 40, 7370  
ELOUGES  
MIN. DEL. 1,100  
1/2,500 LITER TANK CAP RUE DE BADOUR 73, 7050

HERCHIES  
MIN. DEL. 1,000  
1/5,000 LITER TANK CAP RUE DES HEROS DE ROUMONT  
11, 7950 GROSAGE  
MIN. DEL. 2,000  
1/2,500 LITER TANK CAP RUE FLOTTE A PAROIS 31,  
7870 LOMBISE  
MIN. DEL. 1,000  
1/5,000 LITER TANK CAP RUE DES DEPORTES 181, 7061

CASTEAU  
MIN. DEL. 2,000  
1/2,800 LITER TANK CAP CHEMIN DE BRAY 12, 7021  
HAVRE  
MIN. DEL. 1,100  
1/3,000 LITER TANK CAP CHAUSSEE DE MONS 380, 7800

ATH  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP AV DU CHAMP DE BATAILLE  
524, 7012 JEMAPPES  
MIN. DEL. 1,000  
1/2,800 LITER TANK CAP RUE DE BROCCQUEROY 20, 7020

CASTEAU  
MIN. DEL. 1,100  
1/3,000 LITER TANK CAP RUE DU VIVIERS AU BOIS  
214,  
7970 BELOEIL  
MIN. DEL. 1,000  
1/3,000 LITER TANK CAP RUE DE LA PLACE 5, 7870  
MONTIGNIES-LENS  
MIN. DEL. 1,000  
1/2,400 LITER TANK CAP RUE DU SABOT 9A, 7870 LENS  
MIN. DEL. 1,000  
1/3,500 LITER TANK CAP RUE DU FORT MAHON 14, 7050

HERCHIES  
MIN. DEL. 1,200  
1/1,200 LITER TANK CAP RUE DU COCQUELET 6, 7040  
GENLY  
MIN. DEL. 600  
1/3,000 LITER TANK CAP RUE DU PETIT VILLEROT 46,  
7333 TERTRE  
MIN. DEL. 1,000  
1/2,000 LITER TANK CAP RUE DE LA VIEILLE FONTAINE

3A, 7020 MAISIERES  
MIN. DEL. 800  
1/1,200 LITER TANK CAP CHEE DE ST-GHISLAIN 161,  
7950 VAUDIGNIES  
MIN. DEL. 600  
1/3,000 LITER TANK CAP RUE DES CARMES 10, 7940

(This Item is continued on next page.)

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

(This is a continuation of Item 031-46.)

BRUGELETTE  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP RUE DES ECOLES 177, 7034  
OBOURG  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP GRAND PLACE 40, 7334  
HAUTRAGE  
MIN. DEL. 1,000  
1/2,000 LITER TANK CAP RUE DES HAUD OIGNONS 8,  
7950 HUISSIGNIES  
MIN. DEL. 800  
1/2,700 LITER TANK CAP RVE GAUCHE DU CANAL 29,  
7011 GHILIN  
MIN. DEL. 1,100  
1/3,000 LITER TANK CAP RUE DU NOIR JAMBON 3, 7830

THORICOURT  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP CH. DE L'ESCOUFIERE 5,  
7050  
ERBISOEUL  
MIN. DEL. 1,000  
1/3,200 LITER TANK CAP RUE VIVIERES AU BOIS 214A,  
7970 BELOEIL  
MIN. DEL. 1,100  
1/2,200 LITER TANK CAP RUE DU BOUILLON 15, 7050  
MASNUY-ST-PIERRE  
MIN. DEL. 1,000  
1/3,200 LITER TANK CAP RUE MAZETTE 42, 7811 ARBRE  
MIN. DEL. 1,100  
1/2,500 LITER TANK CAP PLACE D'HAUTRAGE 26, 7334  
HAUTRAGE  
MIN. DEL. 1,000  
1/3,000 LITER TANK CAP RUE DU RIVAGE 52, 7110  
MAURAGE  
MIN. DEL. 1,000  
1/3,300 LITER TANK CAP RUE DE CHAPELETTE 19, 7130

BRAY  
MIN. DEL. 1,200  
1/3,000 LITER TANK CAP RUE DES MASNUYS 56, 7050  
JURBISE  
MIN. DEL. 1,200  
1/3,300 LITER TANK CAP POSTBORRE 2A, 1540 HERNE  
MIN. DEL. 1,200  
1/3,000 LITER TANK CAP RUE DE LA FORET 23, 7331  
BAUDOUR  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP ROUTE D'ATH 442, 7050  
JURBISE  
MIN. DEL. 1,000  
1/1,200 LITER TANK CAP RUE DE SILLY 2, 7940  
BRUGELETTE

(This Item is continued on next page.)

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

(This is a continuation of Item 031-46.)

MIN. DEL. 600  
1/4,000 LITER TANK CAP RUE DR RONFLETTE 14, 7970  
BELOEIL  
MIN. DEL. 1,800  
1/3,000 LITER TANK CAP CH. DES PRINCES 402, 7050  
MASNUYS-ST-JEAN  
MIN. DEL. 1,000  
1/2,400 LITER TANK CAP RUE DES ETANGS 27, 7061  
CASTEAU  
MIN. DEL. 1,000  
1/3,200 LITER TANK CAP RUE ALBERT IER 2, 7050  
JURBISE  
MIN. DEL. 1,100  
1/2,500 LITER TANK CAP RUE TAILLE COLEAU 102,  
7034  
OBOURG  
MIN. DEL. 1,000  
1/3,500 LITER TANK CAP GRAND RUE 36, 7950  
CHIEVRES  
MIN. DEL. 1,100  
1/2,500 LITER TANK CAP RUE LOUIS CATY 28, 7331  
BAUDOUR  
MIN. DEL. 1,000  
1/5,600 LITER TANK CAP RUE DES JUIFS 36, 7050  
HERCHIES  
MIN. DEL. 2,500  
2/1,200 LITER TANK CAP RUE DES ECOLES 18, 7870  
MONTIGNIES-LENS  
MIN. DEL. 1,000  
1/3,000 LITER TANK CAP RUE DE LA CORDERIE 78,  
7110  
HOUDENG-AIMERIES  
MIN. DEL. 1,000  
1/3,000 LITER TANK CAP RUE DR. FONTAINE 21, 7050  
HERCHIES  
MIN. DEL. 1,000  
1/3,100 LITER TANK CAP AVENUE DU MAROuset 70,  
7090  
BRAINE-LE-COMTE  
MIN. DEL. 1,000  
1/3,000 LITER TANK CAP RUE DE TOURNAI 71, 7011  
GHLIN  
MIN. DEL. 1,000  
1/3,500 LITER TANK CAP RUE DR. FONTAINE 40, 7050  
HERCHIES  
MIN. DEL. 1,100  
1/3,000 LITER TANK CAP COUR DE LA MONTAGNE 2,  
7340  
PATURAGE  
MIN. DEL. 1,000  
1/3,000 LITER TANK CAP AV. GOBELET 268, 7331  
BAUDOUR  
MIN. DEL. 1,000

(This Item is continued on next page.)

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

(This is a continuation of Item 031-46.)

1/2,000 LITER TANK CAP RUE DE LA FERME 42, 7050  
ERBISOEUL  
MIN. DEL. 800  
1/3,000 LITER TANK CAP RUE DE BOUSSOIT 35, 7110  
MAURAGE  
MIN. DEL. 1,000  
1/3,000 LITER TANK CAP RUE DU PINE 50, 7090  
BRAINE-LE-COMTE  
MIN. DEL. 1,000  
2/1,200 LITER TANK CAP CHEE DE ST-GHISLAIN 11,  
7950 CHIEVRES  
MIN. DEL. 1,000  
2/1,200 LITER TANK CAP RUE COLONEL BALAINCE 3,  
7332 NEUFMAISON  
MIN. DEL. 1,000  
1/2,000 LITER TANK CAP CLOS DU MOUSTIER 46, 7050  
JURBISE  
MIN. DEL. 800  
1/2,500 LITER TANK CAP RUE DE GHLIN 36, 7050  
JURBISE  
MIN. DEL. 1,000  
1/2,400 LITER TANK CAPACITY RUE DES MASNUYS 324,  
7050 MASNUY-ST-JEAN  
MIN. DEL. 1,000  
1/2,000 LITER TANK CAP RUE DU NOIR JAMBON 9, 7830  
  
THORICOURT  
MIN. DEL. 800  
1/2,400 LITER TANK CAP RUE DU CHENE 13, 7870  
MONTIGNIES-LENS  
MIN. DEL. 1,000  
1/3,000 LITER TANK CAP RUE JOSEPH QUINTARD 57,  
7063 CHEE ND LOUVIGNIE  
MIN. DEL. 1,000  
1/2,700 LITER TANK CAP RIVE GAUCHE CANAL 21, 7011  
  
GHLIN  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP ROUTE D'ATH 284, 7020 NIMY  
MIN. DEL. 1,000  
2/1,200 LITER TANK CAP RUE DES SKIPPEES 3, 7823  
GIBECQ  
MIN. DEL. 1,000  
1/2,400 LITER TANK CAP CHSSEE DU ROEULX 305, 7060  
  
SOIGNIES  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP ROUTE D'ATH 326, 7050  
JURBISE  
MIN. DEL. 1,000  
1/3,100 LITER TANK CAP ROUTE D'ATH 29, 7941 ATTRE  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP RUE DES MASNUYS 315, 7050

(This Item is continued on next page.)

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

(This is a continuation of Item 031-46.)

MASNUY-ST-PIERRE  
MIN. DEL. 1,000  
1/1,200 LITER TANK CAP RUE JEAN MANNE 5, 7011  
GHLIN  
MIN. DEL. 600  
1/2,500 LITER TANK CAP GRAND PLACE 4, 7334  
HAUTRAGE  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP CHEE DE BEAUMONT 77, 7000  
MONS  
MIN. DEL. 1,000  
1/3,300 LITER TANK CAP RUE E. CORNET 84, 7100  
TRIVIERES  
MIN. DEL. 1,200  
1/6,000 LITER TANK CAP RUE DU CHATEAU 18, 7950  
CHIEVRES  
MIN. DEL. 3,000  
2/1,200 LITER TANK CAP RUE DU RADAR 49A, 7050  
JURBISE  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP RUE DU MOUSTIER 2B, 7050  
JURBISE  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP RUE DE LA JUSTICE 7, 7063  
CHAUSSEE ND LOUVAIN  
MIN. DEL. 1,000  
3/1,200 LITER TANK CAP RUE CRIQUELION 1, 7050  
JURBISE  
MIN. DEL. 1,000  
1/3,000 LITER TANK CAP RUE DE LA BUISSIERE 40,  
7100 SAINT-VAAST  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP GRAND PLACE 38, 7334  
HAUTRAGE  
MIN. DEL. 1,000  
1/2,000 LITER TANK CAP CHEE DE ST-GHISLAIN 53,  
7950 CHIEVRES  
MIN. DEL. 800  
1/3,000 LITER TANK CAP ROUTE PROVINCIALE 46, 7040  
  
ASQUILLIES  
MIN. DEL. 1,000  
1/3,250 LITER TANK CAP RUE DU FORT 60, 7800 ATH  
MIN. DEL. 1,100  
1/2,500 LITER TANK CAP RUE DES CLAIRS LOGIS 3,  
7020 NIMY  
MIN. DEL. 1,000  
1/2,500 LITER TANK CAP RUE DES MASNUYS 333, 7050  
MASNUY-ST-JEAN  
MIN. DEL. 1,000  
1/5,000 LITER TANK CAP RUE DE BOULENG 49, 7180  
MARCHE/ECAUSSINES  
MIN. DEL. 2,000

(This Item is continued on next page.)

ITEM NUMBER	ESTIMATED QUANTITY UI
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(This is a continuation of Item 031-46.)

2/1,200 LITER TANK CAP RUE DU RADAR 47, 7050  
 JURBISE  
 MIN. DEL. 1,000  
 1/3,500 LITER TANK CAP RUE DE LA CHAPELETTE 21,  
 7130 BRAY  
 MIN. DEL. 1,000  
 1/3,000 LITER TANK CAP RUE DU TUMULUS 15, 7050  
 ERBAUT  
 MIN. DEL. 1,000  
 1/4,500 LITER TANK CAP RUE DU ROI ALBERT 2A, 7120

ROUVEROY  
 MIN. DEL. 1,800  
 2/1,200 LITER TANK CAP RUE DELMOTTE 120, 7870  
 BAUFLE  
 MIN. DEL. 1,000  
 1/2,500 LITER TANK CAP RUE FOSLY 5, 7331 BAUDOUR  
 MIN. DEL. 1,000  
 3/1,200 LITER TANK CAP RUE ST-CHRISTOPHE 21, 7950

GROSAGE  
 MIN. DEL. 1,000  
 1/2,400 LITER TANK CAP RUE DU SABOT 9B, 7870 LENS  
 MIN. DEL. 1,000  
 1/2,500 LITER TANK CAP RUE DES CARMES 14, 7940  
 BRUGELETTE  
 MIN. DEL. 1,000  
 1/2,500 LITER TANK CAP RUE CENTRALE 51, 7063  
 NEUFVILLES  
 MIN. DEL. 1,000  
 1/3,000 LITER TANK CAP RUE EMILE JAMBE 74, 7021  
 HAVRE  
 MIN. DEL. 1,000  
 1/2,500 LITER TANK CAP RUE DU BERCEAU 40, 7940  
 CAMBRON-CASTEAU  
 MIN. DEL. 1,000  
 1/3,000 LITER TANK CAP RUE DU MOULIN A EAU 30,  
 7050 JURBISE  
 MIN. DEL. 1,000  
 2/1,200 LITER TANK CAP CHEMIN DE CASTEAU 76, 7063

NEUFVILLES  
 MIN. DEL. 1,000  
 1/2,500 LITER TANK CAP RUE CAULIER 189, 7063  
 NEUFVILLES  
 MIN. DEL. 1,000  
 DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY

031-461	FUEL OIL, BURNER #2 (FS2) (THIS LINE ITEM TO BE USED FOR DELIVERY ORDERS AT AND OVER 2,000 LITERS.)	1 LT
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TANK WAGON (TW),  
 FOR ACCOUNTING PURCHASES ONLY, THIS IS AN  
 ALTERNATE ITEM NUMBER TO BE USED FOR DELIVERIES  
 TO TANKS UNDER ITEM 031-46, WHEN DELIVERY ORDERS  
 WILL BE FOR QUANTITIES GREATER THEN 2,000 LITERS.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES ARMY  
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1950 KRAAINEM/BRUXELLES  
BE, ARMY, NSSG (80ASG)  
BELGIUM  
DELIVERY DODAAC: WK3E47  
BILLING DODAAC : WK3E47  
ORDERING OFFICE: (COMM TEL) 02/772.06.00

036-46      FUEL OIL, BURNER #2 (FS2)      180,000    LT  
(THIS LINE ITEM IS TO BE USED FOR DELIVERY ORDERS  
UNDER 2,000 LITERS.)

TANK WAGON (TW), INTO  
1/5,000 LITER TANK CAP AVE. Tervoren 391, WOLUWE  
SAINT LAMBERT, # 4  
MIN DEL. 2000  
1/5,000 LITER TANK CAP CHEMIN D'HOOGVORST, # 7  
MIN DEL. 2000  
1/5,000 LITER TANK CAP KEIZERLAAN # 8  
MIN DEL. 2000  
1/5,000 LITER TANK CAP WELKIEKEN DEDREFF 119,  
3090  
OVERIYSE, # 12  
MIN DEL. 2000  
DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY

036-461      FUEL OIL, BURNER #2 (FS2)      1    LT  
(THIS LINE ITEM TO BE USED FOR DELIVERY ORDERS  
AT AND OVER 2,000 LITERS.)

TANK WAGON (TW),  
FOR ACCOUNTING PURCHASES ONLY, THIS IS AN  
ALTERNATE ITEM NUMBER TO BE USED FOR DELIIVERIES  
TO TANKS UNDER ITEM 036-46, WHEN DELIVERY ORDERS  
WILL BE FOR QUANTITIES LESS THEN 2,000 LITERS.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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UNITED STATES ARMY  
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BRUNSSUM  
NL, ARMY, CEB BRUNSSUM, KRANENPOOL 1  
NETHERLANDS  
DELIVERY DODAAC: W8021N  
BILLING DODAAC : W8021N  
ORDERING OFFICE: (COMM TEL) 0951-300-7873

038-27      GASOLINE, PREM UNL (MUP)      45,000    LT

TANK WAGON (TW), INTO  
1/40,000 LITER TANK CAP BLDG. C  
DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY  
MINIMUM DELIVERY: 15,000 LITERS

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STERREBECK  
BE, ARMY, DOD SCHOOL AND NATO DISPENSARY  
BELGIUM  
DELIVERY DODAAC: WK3E47  
BILLING DODAAC : WK3E47  
ORDERING OFFICE: (COMM. TEL) 02/772.06.00

041-46      FUEL OIL, BURNER #2 (FS2)      510,000    LT

TANK WAGON (TW), INTO  
2/20,000 LITER TANKS  
1/10,000 LITER TANK  
MINIMUM DELIVERY: 8,000 LITERS

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ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
UNITED STATES ARMY  
-----

ST. ETIENNE  
 BE, ARMY, NATO SUPACT, CH. DE LOUVAIN 13, 1940 WOLUWE  
 BELGIUM  
 DELIVERY DODAAC: WK3E47  
 BILLING DODAAC : WK3E47  
 ORDERING OFFICE: (COMM. TEL) 02/772.06.00

046-46 FUEL OIL, BURNER #2 (FS2) 220,500 LT  
 (THIS LINE ITEM IS TO BE USED FOR DELIVERY ORDERS  
 UNDER 2,000 LITERS.)

TANK WAGON (TW), INTO  
 1/1,000 LITER TANK CAP CHEMIN DE LOUVAIN 13  
 MIN. DEL. 500  
 1/3,000 LITER TANK CAP CHEMIN DE LOUVAIN 11  
 MIN. DEL. 500  
 DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY  
 MINIMUM DELIVERY: 500 LITERS  
 THE FACILITY AT # 13, CHEMIN DE LOUVAIN USES  
 NATURAL GAS AS ITS PRIMARY ENERGY SOURCE.  
 BURNER OIL #2 IS A STANDBY FUEL, TO BE USED IN  
 EMERGENCY CASES ONLY.

046-461 FUEL OIL, BURNER #2 (FS2) 1 LT  
 (THIS LINE ITEM TO BE USED FOR DELIVERY ORDERS  
 AT AND OVER 2,000 LITERS.)

TANK WAGON (TW),  
 FOR ACCOUNTING PURCHASES ONLY, THIS IS AN  
 ALTERNATE ITEM NUMBER TO BE USED FOR DELIIVERIES  
 TO TANKS UNDER ITEM 046-46, WHEN DELIVERY ORDERS  
 WILL BE FOR QUANTITIES GREATER THEN 2,000 LITERS.

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SCHINNEN  
 NL, ARMY, 254TH BASE SUPPORT BATTALION CPBO/POL, BORGERWEG 10, BLDG.  
 27  
 NETHERLANDS  
 DELIVERY DODAAC: W81D5L  
 BILLING DODAAC : W81THF  
 ORDERING OFFICE: (COMM TEL) 0951-300-7875

048-27 GASOLINE, PREM UNL (MUP) 352,500 LT

TANK WAGON (TW), INTO  
 1/15,000 LITER TANK CAPACITY BLDG. 27, EMMA MINE  
 KASERNE, SCHINNEN  
 AVERAGE DELIVERY: 12,000 LITERS  
 MINIMUM DELIVERY: 8,000 LITERS  
 NATO ADAPTERS MAY BE REQUIRED  
 (PUMP, VAPOR RECOVERY SYSTEM, AND OVERFLOW DEVICE  
 ARE PROVIDED ON-SITE - NOT REQUIRED BY THE  
 CONTRACTOR)

ESTIMATED  
NUMBERITEM  
QUANTITY UI-----  
UNITED STATES ARMY  
-----

VRIEZENVEEN  
 NL, ARMY, 19TH COMBAT EQUIPMENT COM, BEDRUVENPART TWENTE 315  
 NETHERLANDS  
 DELIVERY DODAAC: W8021P  
 BILLING DODAAC : W8021P  
 ORDERING OFFICE: (COMM TEL) 0951-300-7873

053-27      GASOLINE, PREM UNL (MUP)      60,000    LT

TANK WAGON (TW), INTO  
 1/40,000 LITER TANK CAP BLDG. T  
 DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY  
 MINIMUM DELIVERY: 16,000 LITERS

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WEZEMBEEK OPPEM  
 BE, ARMY, WING MATEO, MOLENWEG 1970  
 BELGIUM  
 DELIVERY DODAAC: WK3E47  
 BILLING DODAAC : WK3E47  
 ORDERING OFFICE: (COMM TEL) 02/772.06.00

057-46      FUEL OIL, BURNER #2 (FS2)      105,000    LT

TANK WAGON (TW), INTO  
 1/15,000 LITER TANK  
 DELIVERY HOURS: 0800-1600 MONDAY THRU FRIDAY  
 MINIMUM DELIVERY: 5,000 LITERS

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BELGIUM  
 ARMY

0101      FROST FREE ---- ADDITIVE      100 LT

(FOR USE IN FUEL OIL, BURNER #2 (FS2) AS REQUIRED IN THIS SOLICITATION.)  
 The Offeror shall provide specifications for Frost Free Additive with its offer.

(END REQUIREMENTS)

## **PREAWARD**

### **L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC SEP 2000)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

*(1) This solicitation is [ X ], is not [ ] a master solicitation for the **BENELUX, PC&S, 1.8L Purchase Program**. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.*

(2) The initial opening/closing date for the solicitation is 26 JUNE 2001. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (v) Terms of any express warranty;
- (vi) Price and any discount terms; and
- (vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) **IFBs ONLY.**

- (i) Facsimile bids N/A authorized for this solicitation.
- (ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.
- (iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

*(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and*

**(d) NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

**(e) PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

**(f) PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

**(g) MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

**(h) LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is **4:30 p.m.**, local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

**(m) CONTRACT AWARD.**

**(1) RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient

competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**(n) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION  
470 EAST L'ENFANT PLAZA, SW, SUITE 8100  
WASHINGTON, DC 20407  
TELEPHONE: (202) 619-8925  
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained either through the Defense Standardization Program Internet website at <http://www.dsp.dla.mil> or from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)  
BUILDING 4, SECTION D  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5094  
TELEPHONE: (215) 697-2179  
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

**(o) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.)** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(FAR 52.212-1, **tailored**/DESC 52.212-9F20)

**POSTAWARD****11.03-8.100 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 2001)****(a) INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties, except as follows:

(1) The Government may delete a number of tanks and delivery locations from a single item that may alter the method of delivery from a combination of tank truck (TT) and tank wagon (TW) to predominantly TW deliveries. If, as a result of deletions, the primary method of delivery is changed so that increased delivery costs will be incurred, the Contracting Officer must be notified and a determination made to modify the contract. Should no increased delivery costs be incurred, the contract price will not be modified.

(2) The Government reserves the right to designate additional delivery points within the approximate same area of a specific item, provided that such additional deliveries are similar to those already under contract for the specific item. Should the Government designate additional delivery points, the Contractor shall not be liable to deliver if such deliveries would result in increased costs to the Contractor. In instances where increased costs would be incurred, the Contracting Officer must be notified and a determination made to modify the contract. Should no increase be incurred, additional delivery points shall be furnished at the contract price and without contract modification. All terms, conditions, and provisions of the contract shall apply to additional delivery points added during the term of the contract.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **ELECTRONIC INVOICING.** See the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM clause in Addendum 2.

(i) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(j) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(k) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(l) **TAXES.** See Addendum 2.

(m) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(n) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(o) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(p) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(q) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(r) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(s) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(t) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;

- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F51)

## **PREAWARD, ADDENDUM #1**

### **L2.01-3 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (OVERSEAS) (DESC JUN 1999)**

- (a) **THE OFFER.** The offer (proposal) shall consist of the following items:
  - (1) **Standard Form (SF) 1449**, Solicitation/Contract Order for Commercial Items, Blocks 12, 17 through 24, and 30.
  - (2) **Schedule clause.** The offeror shall insert its proposed unit prices for each contract line item in the spaces provided in the SUPPLIES TO BE FURNISHED clause or as specified in the solicitation.
  - (3) **Offeror Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation.
  - (4) **Other Required Documents.** The offeror shall submit all other documents required by the terms and conditions of this solicitation.
  - (5) **Exceptions.**
    - (i) Any exceptions the offeror takes to the terms and conditions of the solicitation must be submitted with the offer. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected.
    - (ii) If the offeror does not take any exceptions, completion of blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offeror's agreement to the terms and conditions contained in the solicitation.
- (b) **PAST PERFORMANCE SUBMISSION.**
  - (1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) (OSP Attachment 2). The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last 3 years. All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.
  - (2) If the offeror determines that it has not performed any contracts or subcontracts for the same or similar work required by the solicitation, the offeror should indicate this on the CPDS by marking the appropriate box.

(DESC 52.215-9F76)

### **L54 SITE VISIT (DESC OCT 1992)**

- (a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the



cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(DESC 52.237-9F05)

**L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)**

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS

provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

**EVALUATION FACTORS FOR AWARD**

**M3.01 EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DESC JAN 1998)**

(a) **FOR EVALUATION PURPOSES ONLY**, an evaluation factor will be applied to the Final Proposal Revision (FPR) prices of those items in which uncommon escalators are proposed as a basis for economic price adjustments. The evaluation factor will establish a commonality among the different postings or publications offered in order to ensure that all offerors are evaluated on an equal basis.

(b) The offeror's margin (plus or minus) will be established as the difference between the FPR price and the Final Revised reference price. The margin will then be added to the 12-month average of the posting or publication being proposed to determine the evaluated price. The 12-month average will be calculated over the most recent complete 12-month period prior to the established reference date (i.e., if reference date is August 22, 1994, then the 12-month period would be August 1993 - July 1994).

(DESC 52.216-9F60)

**M19.10 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)**

(a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT clause.

(b) Final Proposal Revision (FPR) prices, with any increases or decreases in the reference price through the date and time set for FPRs, will be used in evaluating offers.

(c) If no FPR is submitted, the original offer, with any increases or decreases in the reference price through date set for FPRs, will be used in evaluating offers.

(DESC 52.216-9F45)

**M55 CONVERSION FACTORS (DESC APR 1998)**

- (a) This provision applies to all products except lubricating oils.
- (b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) **TABLE I.**

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

(Continued)

(2) **TABLE II.**

<u>PRODUCT</u>	<u>DENSITY TYPICAL</u>		<u>BARRELS PER</u>	<u>GALLONS PER</u>	<u>LITERS PER</u>	<u>BARRELS PER</u>	<u>GALLONS PER</u>
	<u>@15°C</u>	<u>@60°F</u>					
	<u>Kg/m<sup>3</sup></u>	<u>API</u>	<u>METRIC TON</u>	<u>METRIC TON</u>	<u>METRIC TON</u>	<u>LONG TON</u>	<u>LONG TON</u>
<u>AUTOMOTIVE</u>							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
<u>AVIATION</u>							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
<u>BURNER FUEL OILS</u>							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
<u>FUEL OIL</u>							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
<u>FUEL OIL NO.</u>							
5 HEAVY 960.7	15.7	6.557	275.39	1040.91	6.662	279.81	
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
<u>DIESEL FUELS</u>							
DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
<u>INTERMEDIATE FUEL OILS</u>							
IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

JET FUELS

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) **TABLE III.**

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
FSII DIEGME	1.025	8.561	3.884

(DESC 52.215-9FA1)

**M72 EVALUATION OF OFFERS (EXCEPTIONS/DEVIATIONS) (DESC APR 1997)**

- (a) Offerors are expected to submit offers in full compliance with all terms and conditions of this solicitation.
- (b) Any exceptions/deviations to the terms and conditions of this solicitation will result in the Government's determination that either--
- (1) The exception/deviation is material enough to warrant rejection of the offer in part or in full; or
  - (2) The exception/deviation is acceptable.
- (c) If the exception/deviation is in reference to a specification contained in this solicitation and the offeror cannot supply product fully meeting the required specification(s), the product can be offered for consideration provided the offeror clearly indicates, by attachment to the offer, the extent to which any product offered differs from the required specification(s).
- (d) If the exception/deviation is in reference to a particular test, inspection, or testing method contained in this solicitation, the offer can be considered provided the offeror clearly indicates, by attachment to the offer, the extent to which its offer differs from those requirements.
- (e) If the exception/deviation is determined acceptable, offered prices may be adjusted, for evaluation purposes only, by the Government's best estimate of the quantitative impact of the advantage or disadvantage to the Government that might result from making an award under those circumstances.

(DESC 52.209-9F45)

**M72.03-1 EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC JAN 2001)**

- (a) **BASIS OF AWARD.**
- (1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represent the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors:
- (i) Past performance; and
  - (ii) Price.

Offerors are advised that the Government is more interested in obtaining quality performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the offeror's record of past performance.

***(2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on preestablished standards. The offer(s) selected as best value will represent the best tradeoff to the Government between past performance and price.***

**(b) ACCEPTABILITY OF OFFERS.** An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, or if the Government has accepted any exceptions submitted with the offer.

**(c) EVALUATION OF PAST PERFORMANCE.**

(1) The Government will evaluate, based on preestablished standards, the quality the offeror's past performance. This may include any aspect of past performance that is related to this solicitation. The assessment of the offeror's past performance will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. A record of poor performance may be considered an indication that the offeror has failed to conform to contract requirements and/or to standards of good workmanship, adhere to contract schedules, including the administrative aspects of performance; provide reasonable and cooperative behavior and commitment to customer satisfaction; and/or display a business-like concern for the interests of the customer. Offerors shall be afforded an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of satisfactory or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Offerors lacking relevant past performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance.

(2) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references, past and present customers, subcontractors, and any other sources that may have useful information. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government also reserves the right to assess the offeror's past performance based solely on the offeror's performance under an existing DESC contract or a previous DESC contract for work similar to that required by the solicitation.

(3) The subfactors listed below are equal to one another in importance and will be used to evaluate past performance:

(i) **Quality of Product and Service.** Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.

(ii) **Schedule.** Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.

(iii) **Business Relations.** Assessment of the offeror's commitment to maintaining an acceptable level of performance, customer satisfaction, and meeting small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned business participation goals, as applicable. This includes the offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures.

**(d) BEST VALUE DETERMINATION.** After the past performance ratings are determined, a series of paired comparisons will be made between competing offerors for each line item. In making these paired comparisons, the Government will determine the difference in past performance and price. If, in any paired comparison, one offeror is superior in past performance and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior past performance offers a higher price than the competing offeror, the Government will decide whether the superior performance merits the higher price. If so, then the Government will consider the offeror with superior past performance at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower past performance rating to represent a better value. The Government will continue to make paired comparisons in this manner until it has identified the offeror that represents the best value based on past performance and price. In the event of a tie among all factors and subfactors between two or more offerors considered to represent the best value, the final award decision shall be made by a drawing by lot limited to those offerors. The drawing shall be witnessed by at least three persons, with the names and addresses of the witnesses and supervising official documented in the contract file.

(DESC 52.209-9F75)

**POST AWARD, ADDENDUM #2****"THIS PRICE ESCALATION CLAUSE (B19.02) APPLIES TO THE NETHERLANDS ITEMS ONLY"****B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC AUG 2000)**

- (a) **WARRANTIES.** The Contractor warrants that--
- (1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and
- (2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this contract.
- (b) **DEFINITIONS.** As used throughout this clause, the term--
- (1) **Award price** means the unit price set forth opposite the item in the Schedule.
- (2) **Reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.
- (3) **Independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as that published by the Bureau of Labor Statistics.
- (4) **Established price** means one that is an established catalog or market price for a commercial item as defined in FAR 2.101, Definitions.
- (5) **Date of delivery** means--
- (i) **FOR TANKER OR BARGE DELIVERIES.**
- (A) **F.O.B. ORIGIN.** The date and time vessel commences loading;
- (B) **F.O.B. DESTINATION.** The date and time vessel commences discharging;
- (ii) **FOR PIPELINE DELIVERIES.** The date and time product commences to move past the specified f.o.b. point; and
- (iii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date product is received.
- (c) **ADJUSTMENTS.** The prices payable under this contract shall be the award price increased or decreased by the amount, determined according to the following formula, that the reference price shall have increased or decreased, to and including the date of delivery.
- (1) The amount of increase or decrease in the award price shall be--
- (Check appropriate box and complete applicable blanks.)
- [ X ] The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.
- [ ] The number of cents, or fraction thereof, determined by the ratio of \$\_\_\_\_\_ per gallon for each \$\_\_\_\_\_ per barrel that the reference price increases or decreases.
- [ ] The number of cents, or fraction thereof, at the rate of \$\_\_\_\_\_ per gallon for each \$\_\_\_\_\_ per barrel that the reference price increases or decreases.
- (2) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Table below) is--
- [ ] (i) The low price published in \_\_\_\_\_.
- (name of publication)
- [ X ] (ii) The average of the prices published in PLATT'S OILGRAM PRICE \_\_\_\_\_.
- (name of publication)
- [ ] (iii) The established price posted by \_\_\_\_\_.
- (name of company)

and published in \_\_\_\_\_.

(name of publication)

(3) **COMMERCIAL.** For price adjustments utilizing **commercial** publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated in the Table below. An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

(4) **NONCOMMERCIAL (NOTIFICATION).** For price adjustments utilizing a reference price indicator **other than commercial** publications such as Platt's Oilgram, the Contractor shall notify the Contracting Officer of any changes in the reference price in writing within 15 calendar days from the date thereof.

(i) **INCREASES.** Any increase in unit price as a result of an increase in reference price shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase. However, the prices payable under this contract shall in no event exceed the Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery. Also, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase has been verified by the Contracting Officer.

(ii) **DECREASES.** If the Contractor fails to notify the Contracting Officer of any decrease in the reference price, within the allotted 15 day period, such decrease shall apply to all deliveries made on or after the effective date of such decrease. However, if any overpayment is made to the Contractor as a result of the Contractor's failure to give timely notice to the Contracting Officer of any decrease in the established price, the Contractor shall be charged interest on such overpayment from the date of the overpayment to the date of reimbursement by the Contractor for the overpayment in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(5) Where the reference price is an established price (see (c)(2)(iii) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements that this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(d) **MODIFICATIONS.** Any resultant price changes shall be provided via notification through contract modifications and/or postings to the DESC web page under the heading **Doing Business with DESC**.

(e) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Excusable Delays and Termination for Cause paragraphs of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of the this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(f) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price pursuant to these economic price adjustment provisions shall not exceed 60 percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(g) **REVISION OF REFERENCE PRICE INDICATOR.** In the event—

- (1) Any applicable reference price is discontinued or its method of derivation is altered substantially;
- (2) The reference price is an average of published or posted prices, and any one price ceases to be published or posted;
- (3) The reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices; *or*

(4) The Contracting Officer determines that the reference price consistently and substantially failed to reflect market conditions—  
the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(h) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

(i) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, or other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(j) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(k) TABLE.

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (c)(2) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of <u>*4-10 Jun 01</u> (excludes all taxes)	Maximum price payable under this contract (includes any tax included in the award price).
008-27, 038-27 048-27 053-27	Platt's Oilgram Price Report	European Bulk, Spot Price Assessment - Premium Unleaded Rotterdam / Spot / Barge	The Netherlands	Barges	0.5964 Guilders per Liter	See part B paragraph (h) of this clause.

(DESC 52.216-9FAA)

\* Effective 04 - 10 June 2001 in Platt's

Contract unit prices will be adjusted every week. Updated reference prices will be computed using a five (5)-day average of prices effective Monday – Friday of the high postings from “Spot Price Assessments, European Bulk” as listed in Platt's Oilgram Report Under the Heading “Barges FOB Rotterdam, Prem Unl” one week prior to the week of delivery (i.e., Reference prices effective 11 JUNE 2001 would be calculated based on prices effective Monday – Friday (04 through 08 JUNE 2001). The updated contract unit price will be in effect for a seven (7)-day delivery period (i.e., Monday through Sunday, based on updated reference price effective date). If for some reason, Platt's fails to be published for a particular date, the price that shall be used will be the previous day's effective price in order to calculate the five (5)-day average.

The exchange rate of 2.57718 Guilders per US Dollar for currency conversation for the base reference date is the five (5)-day average of the daily fixed closing rates (04 through 08 JUNE 2001) “Monday – Friday” for Dutch Guilders per US Dollar as designated by the DNB (De Netherlands Bank). See also <http://europe.oanda.com/converter/classic>. Exchange rates for subsequent price modifications will be based on five (5)-day average of the daily fixed closing rates for Dutch Guilders per US Dollar as designated by the DNB (De Netherlands Bank) one week prior to the week of delivery, (i.e., Prices effective 11 JUNE 2001 would be based on the average of the daily fixed closing exchange rates from 04 through 08 JUNE 2001). In the event of a holiday or if the daily fixed closing rate is unavailable, the previous day's fixed closing rate shall be in effect to calculate the five (5)-day average.

Base Reference Prices, Updated Reference Pries and Final Calculated Contract Prices will be computed and rounded to the fourth decimal place (i.e., 0.5964 Guilders/Liter)

**"THIS PRICE ESCALATION CLAUSE (B19.02-2) APPLIES TO BELGIUM ITEMS ONLY" Offer prices for Belgium items shall be based on the Official Belgium Price effective 23 MAY 2001. Please provide the base reference price with your offer.**

**B19.02-2.100 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (BELGIUM) (DESC JUL 1999)**

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Award price** means the unit price set forth opposite the item in the Schedule. The award price consists of the market price (the official posted Belgium Government product price (see (2) below) less applicable taxes and duties (as specified in the TAX RELIEF clause), and the firm rebate.

(2) **Market price** for all products means the current applicable official Belgium Government price as published in "Officieel tarief van de aardolieprodukten." **For deliveries at and over 2,000 Liters, the Official Belgium Government Price will be GASOIL CHAUFFAGE Camion min 2,000 L (excluding all applicable duties/taxes, e.g., Excise Duties/Fuel Oil/US Government NATO Exemption taxes) and a firm fixed rebate that is deducted from the Official Belgium Government Price. For deliveries under 2,000 Liters, the Official Belgium Government Price will be the GASOIL CHAUFFAGE moins de 2,000 L (excluding all applicable duties/taxes, e.g., Excise Duties/Fuel Oil/US Government NATO Exemption taxes) and a firm fixed rebate that is deducted from the Official Belgium Government Price.**

(3) **Date of delivery** means the date and time of product delivery completion via the method of delivery specified in the Schedule.

(c) **ADJUSTMENTS.**

(1) **NOTIFICATION.** The Contractor shall notify the Defense Energy Support Center by facsimile or letter within five calendar days of any official price change issued by the Belgium Government in the "Officieel tarief van de aardolieprodukten." The notification shall be accompanied by a copy of the document showing the new market price.

(2) Subject to the provisions of this clause, the prices payable hereunder shall be the market price incorporated into the contract less applicable taxes and duties, and the firm rebate.

(3) The Contracting Officer shall, pursuant to the provisions of this clause, issue a contract notification to incorporate the new market price, effective on the publication date of such market price.

(4) Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC**.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price shall not exceed 60 percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for the item(s), the Contractor shall promptly notify the Contracting Officer in writing of the estimated effective date and the amount of the expected increase. The notification shall include a revised ceiling sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the market price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract will not be modified, the Contracting Officer shall promptly notify the Contractor in writing that the ceiling will not be raised.

(6) **REVISION OF MARKET PRICE INDICATOR.** In the event--

(i) Any applicable market price is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the market price indicator consistently and substantially failed to reflect market conditions--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(d) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver



according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract, or is the result of an allocation made in accordance with the terms of the ALLOCATION clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(f) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(DESC 52.216-9FX5)

**C1 SPECIFICATIONS (DESC JAN 1997)**

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

**E12 POINT OF ACCEPTANCE (DESC MAY 1969)**

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

**E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUL 2000)**

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or DSN 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to require repairs or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price under the INSPECTION OF SUPPLIES - FIXED-PRICE clause or the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

(1) Consideration commensurate with the extent of nonconforming supplies; and

- (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

**F1.13 DETERMINATION OF QUANTITY (PC&S) (GERMANY/BENELUX) (DESC JUL 1993)**

The quantity of supplies furnished under this contract via transport truck, truck and trailer, and tank wagon shall be determined--

(a) **MOTOR GASOLINE DELIVERIES (F.O.B. DESTINATION).**

(1) **GERMANY.** On the basis of volume delivered, corrected to 15°C based on the calibrated meter of the delivery conveyance.

(2) **BENELUX.** On the basis of the liter without temperature correction using a calibrated meter on the delivery conveyance.

(b) **DIESEL FUEL AND NO. 2 FUEL OIL DELIVERIES (F.O.B. DESTINATION).**

(1) **GERMANY.** On the basis of volume delivered, corrected to 15°C based on the calibrated meter of the delivery conveyance.

(2) **BENELUX.** On the basis of the liter without temperature correction.

(c) **NO. 6 FUEL OIL (F.O.B. DESTINATION).** On the basis of weight using certified scales.

(DESC 52.211-9FF5)

**F1.28 DELIVERY CONDITIONS (PC&S) (GERMANY/BENELUX) (DESC JUL 1991)**

(a) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule by means of the transportation equipment specified in the Schedule. Delivery shall be accomplished at the Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the delivery order.

(b) Unless otherwise specified in the Schedule, all deliveries shall be made upon the day specified in the order, during the normal working hours of such activity, provided the Contractor shall have received verbal notification at least five working days prior to the delivery date specified in the order. A copy of the written order should be mailed to the Contractor the same day the verbal order is placed to allow for receipt of the order by the Contractor prior to delivery.

(c) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care, and delivery equipment that is poorly maintained, may be refused entrance to the installation by the Installation Commander.

(d) **WHEN THE SCHEDULE SPECIFIES--**

(1) **TT/TW or TW** deliveries, the Contractor is not required to deliver volumes below the quantity specified in the Schedule as the "minimum" for each drop. The Contractor may be required to deliver by TT a quantity as low as 19,684 liters whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity.

(2) **MULTIPLE DROP DELIVERIES**, the Contractor may be required to deliver into more than one storage tank. Delivery equipment shall be equipped with a minimum of 30 meters of hose.

(e) Title to supplies, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities.

(f) Heating fuel shall not be unloaded at the delivery point from commercial trucks until a designated and authorized U.S. Government representative is present to witness and verify receipt.

(DESC 52.242-9FF1)

**F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)**

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering period begins: 01 OCTOBER 2001 and ends: 30 SEPTEMBER 2004.

(2) Delivery period begins: 01 OCTOBER 2001 and ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

**F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)**

(a) Ordering and Paying Officers under the contract are as indicated below:

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
008-27	DEPARTMENT OF THE ARMY	DEFENSE FINANCE & ACCOUNTING SVC
038-27	200th THEATER ARMY	COLUMBUS CENTER
048-27	MATERIAL MANAGEMENT CENTER	P.O. BOX 182317
053-27	PETROLEUM MANAGEMENT DIVISION	COLUMBUS, OHIO 43218-6252
	BAMBERG, UNIT 27535	
	APO AE 09139	
	PHONE: (49) 951-300-7882/7884	PHONE: 614-693-0611
	FAX: (49) 951-300-7883	FAX: 614-693-0671
<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
014-27	80 ASG (NSSG)	DEFENSE FINANCE & ACCOUNTING SVC
021-46 & 021-461	DIRECTORATE OF ENGINEERING	COLUMBUS CENTER
026-46	AND HOUSING	P.O. BOX 182317
031-46 & 031-461	ATTN: AERSH-ER	COLUMBUS, OHIO 43218-6252
036-46 & 036-461	HANGAR #6, CHIEVRES AIR BASE BELGIUM	
041-46	APO AE 09708-STOP #44	
046-46 & 046-461	PHONE: (32) 6827-5383	PHONE: : 614-693-0611
057-46	FAX:	FAX: 614-693-0671

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

DEFENSE ENERGY SUPPORT CENTER  
 ATTN: DESC-PLC (G. MOORE)  
 8725 JOHN J. KINGMAN ROAD, SUITE 4950  
 FORT BELVOIR, VA 22060-6222

(DESC 52.216-9FB1)

**G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

**G3.01 PAYMENT DUE DATE (DESC OCT 1988)**

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

(DESC 52.232-9F45)

**G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)**

The account for which material is ordered will determine the appropriation or fund to be charged with the cost of the material in each case. The appropriation or fund as applicable in each case will be conspicuously shown on each order issued hereunder.

(DESC 52.232-9F50)

**G150.03-1.100 PAPERLESS ORDERING AND RECEIPT TRANSACTION SCREENS (PORTS) INTERNET APPLICATION (APPLICABLE TO DoD ACTIVITIES ONLY) (DESC FEB 2001)**

(a) **CONTRACTOR PASSWORD.** The DESC Contracting Officer will furnish the Contractor with a password. Supplementing the "user name" (bidder code), the Contractor shall use this password to access contract-specific web pages and the Paperless Ordering and Receipt Transaction Screens (PORTS) Internet application. This includes access to electronically signed written orders (SF 1449), as described in (b) below. The Contractor shall also use the password to access PORTS for transmitting receipt documents (DD Form 250) to the Activity and for transmitting invoices to the payment office, as identified in (d) below.

(b) **PREPARATION AND TRANSMISSION OF ORDERS AND CALLS AGAINST ORDERS.**

(1) The Government may issue an order for a specific delivery or a series of deliveries (e.g., several deliveries during a week). The Government may also elect to issue an order covering a longer period (including monthly orders) and make periodic calls against these orders designating specific delivery dates, times, and quantities.

(2) Orders, and calls against orders, may be issued orally or in writing. An oral delivery order for fuel shall be considered issued by the Government when it is verbally assigned a delivery order number. For all orders, the appropriate ordering office/officer will provide the Contractor, via the PORTS Internet application, with an electronically signed written order, SF 1449, within 24 hours or one business day after issuing the oral order. (Once the Ordering Officer has completed the web page order, an email will be sent to the Contractor to provide notice that the order is available on the contract-specific web page. The order will also be submitted to the payment office.) An oral order shall provide the required advance notice to the Contractor and the following information: Order number; contract number; item number; quantity; delivery location; any applicable taxes, which should be billed as a separate item on the invoice; and the required delivery date. Regardless of the unit price cited on the written order, the office designated to make payments on the written order will pay the applicable unit price in effect under the ECONOMIC PRICE ADJUSTMENT (PC&S) clause.

(3) Calls against previously issued orders must be confirmed in writing within 24 hours or one business day via email message. The email confirmation will reference the previously issued order number and item number and designate specific delivery location, dates, and quantity to be delivered against that order.

(4) The Contractor's nonreceipt of a written or electronic confirmation of an oral order or oral call against a written or electronic order does not itself relieve the Contractor from its obligation to perform in accordance with the oral order or oral call against a written or electronic order. The Contractor should contact the DESC Contracting Officer if problems are experienced with receipt of the electronic or written confirmation.

(c) **COMMERCIAL RECEIPTS.**

(1) The Contractor shall provide a commercial receipt (bill of lading, metered ticket, or delivery ticket) upon completing delivery. The Government representative may date and sign the commercial receipt and will be provided with a legible copy. The following information shall be stated on the commercial receipt:

- (i) Item number;
- (ii) Order number;
- (iii) Type of fuel delivered;
- (iv) Date of the delivery into the Government's tank(s);
- (v) Delivered quantity and, if volume correction is required in accordance with the DETERMINATION OF QUANTITY (PC&S) clause, the fuel temperature and API gravity. If temperature compensating meters are used, only the API gravity and delivered quantity are recorded;
- (vi) Tank identifier determined by the base; and
- (vii) Any other required information specified in the narrative of the Schedule for the item.

(2) The Contractor will maintain all signed receipts as evidence of delivery and will provide them to the Government upon request, as dictated by the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. The records will be annotated with "NONTAXABLE USE ONLY. PENALTY FOR TAXABLE USE" where applicable.

(d) **PREPARATION AND TRANSMISSION OF THE MATERIAL INSPECTION AND RECEIVING REPORT (DD FORM 250)/INVOICE.** At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F of the Defense FAR Supplement, Material Inspection and Receiving Report, except as noted in this clause. The Contractor, or its designee, shall key the following information from the commercial receipt(s) into the contract-specific web pages for generation of the continuation page and the first page of the DD Form 250 document upon accessing the web screens per the instructions to be provided on the DESC homepage.

(1) On the first page of the web screen for creating a new DD Form 250, the Contractor will select the appropriate line item and order/amendment number from a pull-down list (which already depicts the associated contract number, requisition number, and mode of delivery). The Contractor must insert the shipment date reflecting the date fuel was actually delivered. On the next screen, the Contractor will enter a unique invoice number, confirm the escalated unit price (which may also be corrected if applicable) and any

discount terms offered other than net 30 days, and select the appropriate method of quantity determination (either loading rack method or nonloading rack method). The loading rack method is selected if the quantity delivered is determined based on loading rack meter tickets with load quantities corrected to 60°F; the nonloading rack method is selected if quantity determination is based on any other method as specified in the DETERMINATION OF QUANTITY (PC&S) clause. If documenting the final shipment under an order, the Contractor will also click on the associated toggle-box.

(2) On the next screen, the Contractor will enter sequentially the following information from each commercial ticket, which will be depicted in three columns on the DD Form 250 continuation page:

- (i) The commercial ticket number;
- (ii) The quantity as indicated on the commercial receipt (system will round quantity up or down), determined in accordance with the DETERMINATION OF QUANTITY clause; and
- (iii) The tank identifier determined by the Activity (such as a building number). This tank identifier is required only for auto-fill items.

The total volume delivered to the Activity as input by the Contractor will automatically be entered into Block 17 of the DD Form 250 as a whole number; the required sequential shipment number under the order will automatically be entered into Block 2. If there is disagreement between the Contractor and the Government as to the quantity delivered, the DESC Contracting Officer will be promptly notified. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

(3) Upon completion of the DD Form 250/invoice web screen document, the Contractor or designee will key the submission for processing, which automatically triggers two actions:

- (i) An email message to the Activity. The email message will specify order number, shipment date and number, item, quantity shipped and all delivery tickets that apply.
- (ii) An electronic submission to the payment office and Contractor notification of that invoice submission. The invoice transaction must be received no later than 5:30 p.m. to be considered received that day. Invoices received after 5:30 p.m. shall be considered received the next United States Government business day.

(4) AIR FORCE ONLY: The Government's Authorized Representative will either—

- (i) Verify the invoiced amount and return an email message confirming the quantity invoiced. The Contractor will receive an email message from the activity that the invoiced amount has been confirmed; OR
- (ii) Dispute the quantity invoiced. Advise the Contractor by email of the reason (such as shipment date or quantity error). In this case, the Contractor will then submit a revised DD Form 250/invoice to the Activity (and to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction and resubmit for processing. The DD Form 250 must be resubmitted within 24 hours or one business day of the Activity's notification. . If the Contractor disagrees with the Activity's notification of disagreement, the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause.)

(5) If any errors are discovered on the Contractor's DD Form 250 after submission to the Activity, but before either confirmation or notification of disagreement, the Contractor will promptly correct by clicking on the "Correct Submitted DD Form 250/Invoice" key and entering corrections of any prior errors. When submitted to the Activity for verification/confirmation, the DD Form 250/invoice document is automatically labeled with the words **"CORRECTED COPY."** As in (d)(4)(i) and (ii) above, the Contractor is notified, with automatic posting of the EDI transmission to the payment office.

(6) OTHER DoD ONLY: The Government's Authorized Representative will either --

- (i) Approve or accept the DD Form 250 document by electronic signature and submit the document PORTS Internet application to the payment office. The Contractor will receive an email message via the Internet application that the document has been approved and submitted to the payment office; OR

- (ii) Reject the DD Form 250 document, advising the Contractor by email of the reason for rejection (such as shipment date or quantity error). In this case the Contractor will then submit a revised DD Form 250/invoice to the Activity (and to the payment office) via PORTS; the Contractor need only key in the data field(s) requiring correction. If the Contractor fails to submit a revised DD Form 250 within 24 hours or one business day of the Activity' rejection notification based on discrepancy in quantity or shipment date, in order to avoid potential delays in payment the Activity may proceed to change either the quantity or shipment date to that which the Activity has asserted. These changes will be forwarded to both the payment office and the Contractor. If the Contractor still disagrees with the Activity's change(s), the Contractor may contact the DESC Contracting Officer. (See the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause).

(7) If any errors are discovered on the Contractor's DD Form 250 after submission to the Activity, but before either approval or rejection, the Contractor will promptly advise the Activity by either telephone or email in order that the document can be rejected with an accurate notation and then revised (see (d)(4)(ii) above) as soon as possible.

(8) Upon signature of approval/acceptance on the DD Form 250 by the Government representative, any corrections to the document must be performed via the web page. The Contractor will click on the "Correct Submitted DD Form 250/Invoice" key and enter corrections of any prior errors. When submitted to the Activity for approval, the DD Form 250/invoice document is automatically

labeled with the words "CORRECTED COPY." As in (d)(4)(i) and (ii) above, the Contractor is notified, with automatic posting of the EDI transmission to the payment office.

(9) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

(10) The Government will not be liable to the Contractor for any incidental or consequential damages resulting from any delay, omission, or error in the transmission or receipt of invoices under the Internet application.

(11) Electronic data transmitted by the Internet application will be admissible as evidence on the same basis as customary paper documents. The parties will be legally bound by the electronic documents.

(e) **REQUIRED USE OF PORTS INTERNET APPLICATION.** Use of PORTS, as described above, is required except in the cases indicated in (g) below and as identified exceptions to electronic invoicing under the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) – ADDENDUM clause.

(f) **PAYMENT.**

(1) Payment shall be made in accordance with the terms as stated in the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause. Notwithstanding any permissible variation percentage between the ordered and delivered quantity, payment is authorized for a percentage not to exceed 120 percent of the ordered quantity.

(2) Payment terms for an invoice received via electronic PORTS submission by the payment office will be net 30 days from date of receipt of a proper invoice. See (d)(3) above. Payment terms for invoices other than by the electronic PORTS transmission will also be net 30 days from receipt of a proper invoice unless a discount is offered and accepted by the payment office.

(g) **INVOICING DETENTION AND DEMURRAGE COSTS.** Detention costs, allowable only on tank truck deliveries (not applicable to multiple drop tank truck or any tank wagon deliveries), and demurrage costs for barge/tanker deliveries will be the sole responsibility of the Activity incurring them. The Contractor will submit invoices for detention or demurrage costs directly to the Activity receiving the product. These provisions are applicable to DLA owned/capitalized as well as non-DLA owned/non-capitalized products. If the receiving activity is an Army activity, a copy of the detention/demurrage cost invoice must also be furnished to the following address:

COMMANDER US ARMY PETROLEUM CENTER  
SATPC-L  
NEW CUMBERLAND PA 17070-5008

(DESC 52.232-9FH6)

**THE FOLLOWING CLAUSE APPLIES ONLY TO DESC-FUNDED ITEMS.**

**G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 2000)**

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity.

(DESC 52.232-9F85)

**II.01-1 DEFINITIONS (DESC FEB 1998)**

As used throughout this contract, the following terms shall have the meanings set forth below.

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché Officer; (17) the authorized ship manager (contractor) for the Maritime Administration who is ordering ships' bunkers on behalf of Maritime Administration vessels; (18) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting government vessel.

(c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum.

(DESC 52.202-9F10)

#### **II.03-8 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) (DESC MAR 2001)**

##### **(a) INSPECTION/ACCEPTANCE.**

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **ELECTRONIC INVOICING.** See the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM clause in Addendum 2.

(i) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(j) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(k) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(l) **TAXES.** See Addendum 2.

(m) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(n) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(o) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(p) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(q) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(r) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(s) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(t) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;



- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F51)

**II.03-9 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) - ADDENDUM (DESC AUG 1999)**

**Use of electronic invoicing via PORTS is mandatory under the resultant contract.** Therefore, in lieu of the invoicing procedures outlined in (g) of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (PORTS INTERNET APPLICATION) clause, the Contractor shall submit its invoices in accordance with the PAPERLESS ORDERING AND RECEIPTS TRANSACTION SCREENS (PORTS) INTERNET APPLICATION clause.

- (a) **Exceptions** to the use of electronic invoicing are limited to the following:
  - (1) Instances in which the PORTS Internet application is not available or accessible and the Contractor informs the DESC Contracting Officer of this fact by facsimile message.
  - (2) Instances in which retroactive price changes and/or unit price errors result in money due the Contractor.
- (b) In the event of an exception to invoicing identified above, the Contractor shall--
  - (1) Fax its invoice to DFAS-CO-LSFC at the following fax number: **(614) 693-0670**. For faxed invoices, the Contractor is responsible for verifying transmission/receipt of the fax by telephoning Customer Service (DFAS-CO-LSFC) at **1-800-453-5014**. If local (Columbus Metro Area), the Customer Service number is **(614) 693-4994**. Personnel are available to verify receipt of faxed transmissions between 8 a.m. and 5 p.m. EST/EDT, Monday through Friday, excluding Federal holidays.
  - (2) Include the Contractor's fax number on each document transmitted.
  - (3) After transmitting the original invoice, the Contractor shall mark that invoice **"ORIGINAL INVOICE - FAXED"** and retain it. The hard copy is not required for payment and shall not be mailed to the payment office unless DFAS-CO-LSFC specifically requests it.

(DESC 52.212-9F52)

**II.20-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (DESC NOV 1999)**

- (a) This clause incorporates contract clauses and solicitation provisions by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.
- (b) The full text of any FAR, DFARS, or DLAD solicitation clause or provision may be accessed electronically at these addresses:

**FAR/DFARS:** <http://farsite.hill.af.mil>  
**FAR/DFARS:** <http://www-far.npr.gov>  
**DLAD:** <http://www.procregs.hq.dla.mil/icps.htm>

- (c) **All DESC clauses and provisions are contained in full text in this document.**
- (d) **Solicitation Provisions Only.** The offeror is cautioned that the solicitation provisions listed in (e)(1) below may include blocks that must be completed by the offeror and submitted with its quotation or offer. As long as the offeror identifies the solicitation provision by number, the offeror may simply complete those paragraphs requiring fill-in information to submit with its quotation or offer. In addition to the solicitation provisions listed in (e)(1) below, the contract clauses listed in (e)(2) below shall apply to any resultant contract but do not require the submission of additional offer information.
- (e) The following FAR/DFARS/DLAD contract clauses and solicitation provisions are hereby incorporated by reference in addition to those listed in the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS and the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS clauses:

(1)		
<u>SOLICITATION PROVISION NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>PROVISION TITLE</u>
I1.04	FAR 52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (FEB 2001)
I1.05	DFARS 252.212-7001)	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2000)
L2.10	FAR 52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
L2.10-1	FAR 52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
L5.01-1	DLAD 52.233-9000	AGENCY PROTESTS (SEP 1999) - DLAD
L74	FAR 52.216-1	TYPE OF CONTRACT (APR 1984) (The Govt contemplates award of a <b>Firm fixed price with Economic Price Adjustment, Requirements Type</b> contract resulting from this solicitation for all items except for Item 0101. Item 0101, FROST FREE ADDITIVE will be awarded on a <b>Firm Fixed Price</b> basis (This item will not escalate under the Economic Price Adjustment provisions of the contract.)
(2)		
<u>CONTRACT CLAUSE NUMBER</u>	<u>REGULATORY NUMBER</u>	<u>CLAUSE TITLE</u>
E5	FAR 52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)
F105	FAR 52.211-16	VARIATION IN QUANTITY (APR 1984) (+ or - 10% variation on each order)
G9.11	FAR 52.232-35	DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)
I11.04	FAR 52.242-13	BANKRUPTCY (JUL 1995)
I27	FAR 52.203-3	GRATUITIES (APR 1984)
I28.21	FAR 52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)
I33	FAR 52.232-17	INTEREST (JUN 1996)
I84	FAR 52.216-21	REQUIREMENTS (OCT 1995) (Under paragraph (f) " <u>30 days after the expiration of the ordering period.</u> ")
I211	FAR 52.216-18	ORDERING (OCT 1995) (Under paragraph (a) "Such orders may be issued from <u>1 October 2001</u> through <u>30 September 2004.</u> ") (DESC 52.252-9F08)

**I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)**

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess reprocurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated reprocurement effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract. (DESC 52.249-9F20)

**I86.06 DELIVERY-ORDER LIMITATIONS (OVERSEAS PC&S) (DESC AUG 1990)**

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to furnish supplies and/or services under this contract in an amount less than the minimum established in the Schedule of a single item for delivery to a single delivery point. In the event the prices established under this contract vary based upon the liter quantity of an individual delivery, the Government reserves the right to withhold ordering, without prejudice, until the individual delivery quantity required reaches a level, as determined by the Ordering Officer, that minimizes the per liter cost to the Government.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor--

- (1) Any order for a single item for a single delivery point in excess of 15% of the estimated quantity;
- (2) Any order for a combination of items for a single delivery point in excess of 15% of the total estimated three-year requirement for all items; or
- (3) A series of orders from the same ordering office in the course of seven days that together call for quantities of items that total in excess of the limitation provided in (1) or (2) above.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in (b) above.

(d) Notwithstanding the foregoing, the Contractor shall honor any order exceeding the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays after verbal notification of an order or two workdays after receipt of a written order, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefore. When the Government has received this verbal notice, the Government may acquire the supplies from another source.

(DESC 52.216-9FK5)

**I179 ALLOCATION (DESC JUL 1995)**

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

- (1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;
- (2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and
- (3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

- (1) Accept an updated pro rata reduction as outlined in (a) above;
- (2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or
- (3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may

request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

- (1) The law, regulation, or order, furnishing copies of the same;
- (2) The authority under which it is imposed; and
- (3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DESC 52.249-9F05)

#### **I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)**

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DESC 52.223-9F10)

#### **I190.06 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 2000)**

(a) The Contractor agrees to submit to the Contracting Officer, upon request, a Material Safety Data Sheet (MSDS) that meets the requirements of 29 CFR 1910.1200(g) and the latest revision of Federal Standard No. 313 for all requested contract items. MSDSs must cite the contract number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(b) The data on the MSDSs must be current and complete, reflecting the final composition of the product supplied. Should the description /composition of the product change in any manner from a previously submitted MSDS, the Contractor shall promptly provide a new MSDS to the Contracting Officer.

(DESC 52.223-9F06)

**I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)**

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F20)

**I211.03 ORDERING (CONT'D) (PC&S) (BENELUX/GERMANY) (DESC MAY 1998)**

Blanket orders for large quantities are not recommended but may be issued provided that—

(a) They cover less than three months, or, for DESC-funded items, they cover no more than one calendar month;

(b) They specifically state actual amounts needed and specific delivery times during the contract delivery period; and

(c) The quantity listed on the order does not exceed the maximum order limitations stated in the DELIVERY-ORDER LIMITATIONS clause.

(DESC 52.216-9FC8)

**I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (OCT 1995)**

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract that exceed \$100,000.

(FAR 52.203-6)

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